

EXHIBIT 43

Redacted Excerpts from Deposition of Joe Silva

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

CUNG LE; NATHAN QUARRY, JON)
FITCH, on behalf of)
themselves and all others)
similarly situated,)
)
Plaintiffs,)
)
vs.) Case No.
) 2:15-cv-01045-RFB- (PAL)
)
ZUFFA, LLC, d/b/a Ultimate)
Fighting Championship and)
UFC,)
)
Defendant.)
)

VIDEOTAPE DEPOSITION OF JOSEPH SILVA

Richmond, Virginia

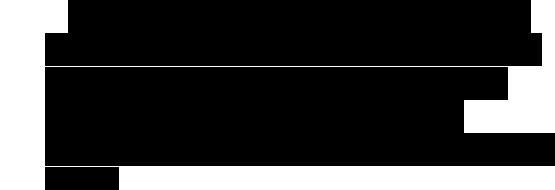
June 7, 2017

8:11 a.m.

Reported by:
KIMBERLY L. RIBARIC, RPR, CCR
JOB NO. 50374

<p style="text-align: right;">358</p> <p>1 SILVA 2 this, well, all right, you know, all right, I'll 3 offer you that.</p> <p>4 Q. So you might -- the fact that someone else 5 is bidding for their services might cause you to pay 6 them a bit more, match maybe what they're offered by 7 somebody else?</p> <p>8 A. Yes.</p> <p>9 Q. All right. You can put that document aside.</p> <p>10 MR. CRAMER: All right. Like mark the 11 next as Silva Exhibit 36.</p> <p>12 (Silva Deposition Exhibit 36 marked for 13 identification.)</p> <p>14 Q. Now, apparently the Bates number is cut off 15 a bit from the exhibit, but I will represent that 16 this is COX-0072584. This was produced to the 17 parties by Mr. Cox.</p> <p>18 A. Uh-huh.</p> <p>19 Q. It is an April 2015 e-mail exchange between 20 you and Monte Cox.</p> <p>21 A. Uh-huh.</p> <p>22 Q. I think we have talked about him before.</p> <p>23 A. Yes.</p> <p>24 Q. And it's about Leo Kuntz?</p> <p>25 A. Kuntz, yes.</p>	<p style="text-align: right;">360</p> <p>1 SILVA 2 aside.</p> <p>3 MR. ISAACSON: I guess I will say 4 objection to form. I don't think you meant 5 everyone. I think you meant everyone with a 6 contract.</p> <p>7 Q. Yeah. Everyone with a contract providing 8 for 8 and 8, or everyone that would otherwise have 9 gotten 8 and 8, now got 10 and 10; right?</p> <p>10 A. Yes.</p> <p>11 Q. So everyone in that situation, either new 12 people coming in who would otherwise have gotten 8 13 and 8, or people who were on an 8 and 8, now 14 increased to 10 and 10; correct?</p> <p>15 A. Correct.</p> <p>16 Q. Now, I believe you testified that you tended 17 to have kind of a compensation structure that you 18 used for certain fighters but you departed from it 19 depending upon the circumstances; correct?</p> <p>20 A. Correct.</p> <p>21 Q. Okay. So sometimes the -- the situation 22 warranted for fighters to receive an enhancement on 23 the standard minimum deal; is that right?</p> <p>24 A. That there was first-timers that I brought 25 in, and they got better than the standard deal?</p>
<p style="text-align: right;">359</p> <p>1 SILVA</p> <p>2 Q. Kuntz. He was a fighter?</p> <p>3 A. Yes.</p> <p>4 Q. And you write to him: "We are moving the 5 minimum wage up to 10 plus 10 and anyone who is below 6 it is getting bumped up. Merry Christmas early."</p> <p>7 And he can't believe it.</p> <p>8 So this is what you were explaining before,</p> <p>9 that when you moved the minimum from 8 and 8 to 10 to</p> <p>10 everybody got raised?</p> <p>11 A. Correct. And that was not how it happened</p> <p>12 before.</p> <p>13 Q. Right. So previously it wouldn't be</p> <p>14 retroactive, and the determination was to increase</p> <p>15 the minimums not only going forward but retroactive?</p> <p>16 A. Correct.</p> <p>17 Q. So that the minimum now is 10 and 10, and so</p> <p>18 everyone who was at 8 and 8, or would have gotten 8</p> <p>19 and 8, now starts at 10 and 10?</p> <p>20 A. Correct.</p> <p>21 Q. And so everyone's benefitted by that?</p> <p>22 A. Yes.</p> <p>23 Q. Yes?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. All right. You can put that document</p>	<p style="text-align: right;">361</p> <p>1 SILVA</p> <p>2 Q. Yeah.</p> <p>3 A. Yes.</p> <p>4 Q. Okay. For example, if a fighter was already 5 ranked when they came in, you might give them 6 something better than the standard deal?</p> <p>7 A. If they were ranked, they would most</p> <p>8 definitely get better rates.</p> <p>9 Q. Did someone have to sign off on deviating 10 from the standard deal, or --</p> <p>11 A. No.</p> <p>12 Q. -- did you do that?</p> <p>13 A. It was within reason. Now, I was never</p> <p>14 given any, I just used my better judgment. It's</p> <p>15 like, I feel comfortable doing this, or like, I'm</p> <p>16 going to give this to Dana or Lorenzo.</p> <p>17 Q. I see. So if it was deviating beyond a 18 certain point, you would defer to Dana and Lorenzo?</p> <p>19 A. Yes.</p> <p>20 Q. As a general rule of thumb, was it important 21 that you not allow the compensation paid to fighters 22 who were similarly situated in terms of ranking and 23 talent and popularity in the same weight classes to 24 differ all that much; is that fair?</p> <p>25 MR. ISAACSON: Objection to form.</p>

<p style="text-align: right;">366</p> <p>1 SILVA 2 run, it's like, how would I justify that to the other 3 fighter. He could point that out and I'd have to go, 4 you have a point there.</p> <p>5 Q. Right. And in general, you believed you had 6 to adhere as closely as possible to the structure 7 of -- of compensation so that you didn't confront the 8 next guy, saying why did you overpay this guy, I'm 9 better than him; is that fair?</p> <p>10 MR. ISAACSON: Objection. Misstates his 11 testimony. Objection to form.</p> <p>12 Q. I didn't mean to misstate. So if I said 13 something you didn't agree with, let me know.</p> <p>14 A. I think anytime that you try to renegotiate, 15 you're going to give your point of view, the 16 manager's job is to give their point of view, and you 17 try to work it out.</p> <p>18 For me, I like being able to justify. I 19 don't -- I'm not saying here's just random numbers, 20 accept them unquestioningly. It's like, here's my 21 rationale for it, and it's a rationale that I'm also 22 going to have to apply to other people who are 23 involved in this as well.</p> <p>24 Q. Right. Your compensation system isn't -- 25 isn't random; that would be a problem for you,</p>	<p style="text-align: right;">368</p> <p>1 SILVA 2 that I'm offering them. And if you're not performing 3 as well, it would make sense that your compensation 4 would be below those who are performing well.</p> <p>5 Q. In your experience, fighters want to know 6 they are being treated -- or you want to be able to 7 tell fighters that they're being treated fairly 8 relative to other fighters at similar skill levels 9 and records; right?</p> <p>10 MR. ISAACSON: Objection. Misstates the 11 testimony.</p> <p>12 Q. I'm asking. Is that right?</p> <p>13 A. I would like people to believe that I am 14 dealing with them fairly.</p> <p>15 Q. And one way you -- you convey to them, the 16 managers and fighters that you're negotiating with, 17 that you're dealing with them fairly is to honestly 18 tell them where you believe they fit, their 19 compensation fits, relative to other fighters at 20 their level; correct?</p> <p>21 MR. ISAACSON: Objection to "their level."</p> <p>22 Q. Is that right?</p> <p>23 A. That's correct.</p> <p>24 Q. And you negotiated with hundreds of fighters 25 during your career at the UFC; correct?</p>
<p style="text-align: right;">367</p> <p>1 SILVA 2 wouldn't it?</p> <p>3 A. Yes.</p> <p>4 Q. When you say "everyone knows what everyone 5 makes," what do you mean by that?</p> <p>6 A. That if I was to increase Bang's contract -- 7 most of the managers out there -- quite a few of the 8 managers anyways, they do research, they're looking 9 at what's being posted that the -- what these guys 10 are making. So if somebody was to see in his next 11 fight the disparity in what he got paid this time as 12 opposed to last time, they -- just red flags would go 13 up.</p> <p>14 It's like, wait, how, after coming off of 15 two losses and a questionable decision, did his pay 16 jump up that much, that people look and research 17 that.</p> <p>18 Q. Right. And so if you were to jump someone's 19 pay up above what a comparable person believes they 20 should be paid, that would cause you problems with 21 other fighters; right?</p> <p>22 MR. ISAACSON: Objection. Form. You're 23 being vague.</p> <p>24 A. Yeah, I think that I want to reward 25 performance and be able to justify the -- the numbers</p>	<p style="text-align: right;">369</p> <p>1 SILVA</p> <p>2 A. Probably more than a thousand, I would 3 think.</p> <p>4 Q. And you experienced often fighters or their 5 representatives trying to negotiate, as you just 6 said, using compensation levels of other fighters 7 they believed were similar to their guy; right?</p> <p>8 A. Right. And that can be where you can have a 9 difference of opinion of where I'm going, I think 10 that he is similar to this guy, this guy, they can 11 counter and go, we don't see him as similar to that 12 guy, we see him as similar to this guy.</p> <p>13 So then that's -- it's still -- it's a 14 matter of opinion. I try to present what I think 15 I -- are the facts I have to back up my argument. 16 But sometimes in -- there have been times where a 17 outlier has been pointed out to me, where I'll go, 18 this is what I think is fair because this is what 19 other guys -- and they'll make a case of, wait a sec 20 now, look what he did here, this is outside of that, 21 and I've gone, you've actually got a point, I'll up 22 it.</p> <p>23 It's not rare because I usually do my 24 homework pretty well on these. But there has been 25 occasions like, I missed out on that, you are</p>

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	446 SILVA Q. I see. A. -- after the fight. Q. And the amount of the performance of the night or the knockout of the night stayed the same for each event? A. Eventually. We had changed it where it kind of varied on the size of the event to becoming uniform for all events. Q. Other than the performance-of-the-night bonus and the other bonuses we have just discussed, are there other bonuses that are set in the event budget? A. No -- not -- Q. Is there a locker room bonus? A. No. I -- that's what they mean -- when people use the term "locker room bonus," that's what they mean, the one that I give my thoughts on of, well, I think this guy should get this much extra, that's what they're terming "locker room bonus." Q. And that's different than the performance-of-the-night bonus? A. Correct. That's the ones that we talked about where I said I went through the entire card -- Q. I see.	447	448	SILVA MR. ISAACSON: Are you asking about the same agreements? MR. CRAMER: Yes, it's the same thing. MR. ISAACSON: I think it's asked and answered. Q. But you can answer. A. Yeah, so you'd have to get with legal as to exactly what they report, and I don't know that every commission's rules are the -- the same about that. MR. CRAMER: Okay. I'd like to mark the next document as Silva Exhibit 51. I'm going to get a bonus for the most exhibits. (Silva Deposition Exhibit 51 marked for identification.) Q. Silva Exhibit 51 is an e-mail with a Bates number ZFL-2443283. And it is an e-mail that you sent to Dana White and Lorenzo Fertitta on January 15, 2010. Do you see that? A. Yes. Q. You sent this? A. Yes. Q. All right. And you said -- and this is about Kimbo. That's Kimbo Slice; is that right?
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	447 SILVA A. -- and said, you know, this guy, he had a great fight, this guy, he did not have a good fight, you know, I don't recommend a bonus for him. Q. And the locker room bonus was discretionary? A. Yeah. We didn't call it a locker room bonus, that's just what people in the media would term that. Q. I see. Okay. And -- A. We called -- we called them discretionary bonus -- Q. I see. A. -- is what we called them. Q. And they were in the event budget as well? A. I believe so. Q. Did you also have letters of agreement with some fighters that provided for additional payments for those fighters? A. I never did any of those deals, but I know there were such deals. Q. And the letters of agreement were not reported to the athletic commissions; is that right? MR. ISAACSON: Earlier today you asked him about letter agreements and side letters. MR. CRAMER: Yes.	449	449	SILVA A. Yes.  Do you see that? A. Yes. Q. And what did you mean by that? A. I thought that Kimbo's purse was way outsized for his accomplishments. He was an extremely popular fighter, but had not -- was not a championship caliber fighter in my opinion. Q. And you thought that if other UFC fighters found out about how much his bonus was, they'd be upset because he was getting paid more even though he may not have been as skilled as some of these other fighters; is that fair? A. Yes. Q. And did you find a way to publicly hide his purse in this instance? A. I wouldn't -- that would not be my thing to do. That's what I was telling them.

<p style="text-align: right;">454</p> <p>1 SILVA 2 (Silva Deposition Exhibit 53 marked for 3 identification.) 4 Q. Silva 53 is an e-mail from you to Lorenzo 5 Fertitta and Dana, Dana's BlackBerry e-mail address, 6 dated November 24, 2008, and it has the Bates Number 7 ZUF-00332586. 8 This is an e-mail that you sent to Fertitta 9 and Dana White on November 24, 2008; is that right? 10 A. Yes. 11 Q. And the subject was "Money for Vera and 12 Alves." 13 A. Yeah. Alves, yes. 14 Q. Alves. Okay. 15 And these were Filipino fighters; is that 16 right? 17 A. No. Alves is Brazilian. 18 Q. Okay. So Alves is Brazilian and Brandon 19 Vera is Filipino; is that right? 20 A. Correct. 21 Q. And Brandon Vera is one of the plaintiffs in 22 this lawsuit; is that right? 23 A. Correct. 24 Q. Do you know all of the plaintiffs in this 25 lawsuit -- do you know who they are?</p>	<p style="text-align: right;">456</p> <p>1 SILVA 2 Q. Okay. And is it fair to say then that 3 Alves's next fight was going to be for the title? 4 A. Possibly likely. That -- that's what I 5 would have liked to have happened. 6 [REDACTED] 7 [REDACTED] 8 [REDACTED] 9 [REDACTED] 10 Do you see that? 11 A. Yes. 12 Q. What did you mean by that? 13 A. Well, now you're -- they're willing to 14 extend into a longer deal because they're getting 15 more money. 16 Q. And why would you want to lock someone in 17 for a longer deal if they become a champ? 18 A. The benefits, as we've gone over multiple 19 times, to having somebody under contract is that you 20 can more easily promote fights long-term with them. 21 Q. And you could ensure that if you became 22 champ you'd have them locked up for a longer period 23 of time; correct? 24 A. Yes. That's what this -- the championship 25 tier would do.</p>
<p style="text-align: right;">455</p> <p>1 SILVA 2 A. Yes. 3 Q. All right. And both Vera and Alves were UFC 4 fighters? 5 A. Yes. 6 Q. Okay. And you write: "Thiago" -- and 7 that's Thiago Alves? 8 A. Yes. 9 Q. -- "is currently at 32K and 32K. He is on a 10 7 fight win streak and is the number 1 contender to 11 fight the winner of GSP versus B.J. Penn." 12 Do you see that? 13 A. Yes. 14 Q. So he was on a 32 show/32 win contract; is 15 that right? 16 A. Yes. 17 Q. He'd -- he'd won seven in a row. Was that 18 in the UFC? 19 A. Yes. 20 Q. And at that point he was the number one 21 contender to fight GSP -- was that George St-Pierre? 22 A. Yes. 23 Q. The winner of GSP versus B.J. Penn, is that 24 accurate at the top? 25 A. Yes.</p>	<p style="text-align: right;">457</p> <p>1 SILVA 2 Q. It's better to lock him in before he becomes 3 a champ than to allow him to become a champ and then 4 potentially use that leverage to negotiate a better 5 deal? 6 A. I would say contractually it's good to have 7 somebody under contract before fighting for a 8 championship. 9 Q. And that's what -- that's what Zuffa tried 10 to do; is that right? 11 A. Well, I offered that as -- and I don't 12 actually remember what strategy they went with. What 13 I'm -- I suggested to them, this is based on the 14 Brandon Vera example beforehand, that you have some 15 fighters who will come to you, as Brandon Vera did, 16 and go, I'm going to be your next champion and 17 because of that I deserve a high level contract; 18 it's -- it's just a no-brainer, it's going to happen, 19 I will be a champion. And then they don't perform at 20 that level. It's like, you were willing to pay them 21 that much money because they promised they would do 22 these things, you thought they would do those things, 23 and they didn't, and now you're stuck with this high 24 contract. 25 That's why for Thiago, I think -- thought</p>

<p style="text-align: right;">478</p> <p>1 SILVA 2 THE WITNESS: Thank you. 3 MR. ISAACSON: I've got very few 4 questions. 5 - - - 6 EXAMINATION 7 BY MR. ISAACSON: 8 Q. You said you still watch all or almost all 9 Bellator, UFC, and World Series of Fighting? 10 A. Correct. 11 Q. Okay. You were asked about a couple 12 unentertaining Bellator matches. Have you watched 13 entertaining Bellator matches? 14 A. There's many entertaining Bellator matches. 15 Michael Chandler's a super exciting guy. His fights 16 with Eddie Alvarez are excellent fights. 17 I -- I don't think I've ever seen any MMA 18 promotion that did not have exciting fights. It's 19 kind of the nature of the sport. And that's why 20 people -- people -- we'd have a great show and people 21 would come up to me and congratulate me, like, great 22 job, and it was kind of puzzling to me. And I just 23 always let them know, it's like, I didn't do any 24 different a job on this show than I did on that show 25 you didn't like so much, you're -- it's kind of in</p>	<p style="text-align: right;">480</p> <p>1 SILVA 2 was read to you -- you read or -- or was read to you 3 some statements you made on page 5 about this is -- 4 "That is the fight I am offering, you don't really 5 get multiple choices." 6 And then on page 4, the first thing Safapour 7 -- Safapour says to you is: "Thanks for the e-mail. 8 Vlad has never turned down a fight in his entire 9 career," and it goes on at some length. 10 And then you respond to Mr. Safapour on 11 page 3, continuing on to page 4. 12 Do you see that? 13 A. Yes. 14 Q. Would you just read in -- read for us what 15 you said to Mr. Safapour there? 16 A. Starting with the "Jon is"? 17 Q. Yes. 18 A. "Jon is extremely talented and a hot 19 prospect. That is the kind of fight Vladdy needs to 20 be in now. His 2 UFC fights have not been exciting 21 against lower level competition. Now he is a 22 respected vet" -- "he needs a respected veteran 23 to" -- that's weirdly worded -- "he's a respected 24 veteran to show if Jones is the real deal or not. 25 This is Vladdy's big chance to be in the spotlight</p>
<p style="text-align: right;">479</p> <p>1 SILVA 2 the hands of the fighters and what they choose to do 3 that night. 4 But it's a great sport, so hopefully more 5 times than not it -- it's exciting. So I've seen 6 many exciting -- there's probably -- I probably more 7 have critical text about World Series of Fighting, 8 some of the fighters that they've used, but they've 9 also been some excellent fights in World Series of 10 Fighting as well. 11 Q. Okay. I'm not going to keep you long. 12 Can you see if you can dig out 47 out of 13 this pile. 14 A. Is it a bigger one, a smaller one? 15 Q. It's a big one. 16 A. 48, 47. 17 MR. CRAMER: Which one, 47? 18 THE WITNESS: 47? 19 MR. ISAACSON: I don't know, it's 47. 20 MR. CRAMER: I have it, thank you. 21 Q. And this was an e-mail exchange that you 22 were asked about, some parts of it, with a 23 Mr. Safapour. Do you remember this? 24 A. Yes. 25 Q. And you were asked about -- you read -- it</p>	<p style="text-align: right;">481</p> <p>1 SILVA 2 and show the world that he is a contender in this 3 weight class and not just a guy picking up a payday. 4 If he wants to fight the established big name stars 5 he's going to need a win like this to get there." 6 Q. All right. And then Mr. Safapour says in 7 response: "Sounds good, Joe. We will give a great 8 show for the fans." 9 A. Yes. 10 Q. Is that right? 11 A. Correct. 12 MR. ISAACSON: No more questions. 13 MR. CRAMER: Let me just ask you one 14 question. 15 - - - 16 RE-EXAMINATION 17 BY MR. CRAMER: 18 Q. Did you speak with your counsel during the 19 break after my questions and before Mr. Isaacson 20 asked -- asked you questions about the subject matter 21 of the deposition? 22 A. I don't understand. "The subject matter"? 23 Q. Did you have a conversation with 24 Mr. Isaacson after I finished my questions today 25 before you came back in the room?</p>

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	482 SILVA A. Did I speak with him? Q. Yes. A. Yes. Q. And did you -- did that conversation concern the subject matter of the deposition? Were you talking about the weather or were you talking about the deposition? A. I think we were just talking about -- I don't know in detail about this deposition, I don't understand what you're looking -- Q. Did he tell you what he was going to ask you after the break? A. No. I did not expect this question at all. I 100 percent did not anticipate this question. Q. The question before that, did he tell you he was going to ask you that? A. He had asked me before just if I ever enjoyed fights in other organizations. Q. All right. Let me ask you about that. You said you were asked questions about whether you enjoyed fights in other organizations -- strike that. MR. CRAMER: I withdraw that question. I'm done. THE VIDEOGRAPHER: This concludes the	484 1 2 STATE OF _____) 3 _____) :ss 4 COUNTY OF _____) 5 6 7 I, JOSEPH SILVA, the witness 8 herein, having read the foregoing 9 testimony of the pages of this deposition, 10 do hereby certify it to be a true and 11 correct transcript, subject to the 12 corrections, if any, shown on the attached 13 page. 14 15 16 JOSEPH SILVA 17 18 19 20 Sworn and subscribed to before me, 21 this _____ day of _____, 2017. 22 23 24 Notary Public 25
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	483 SILVA videotaped deposition of Joseph Silva. We're off the record at 6:52. (Time noted: 6:52 p.m.)	485 1 CERTIFICATE OF SHORTHAND REPORTER-NOTARY PUBLIC 2 3 I, KIMBERLY L. RIBARIC, the officer 4 before whom the foregoing deposition was taken, do 5 hereby certify that the foregoing transcript is a 6 true and correct record of the testimony given; that 7 said testimony was taken by me stenographically and 8 thereafter reduced to typewriting under my direction; 9 that reading and signing was requested; and that I am 10 neither counsel for, related to, nor employed by any 11 of the parties to this case and have no interest, 12 financial or otherwise, in its outcome. 13 IN WITNESS WHEREOF, I have hereunto set 14 my hand and affixed my notarial seal this 21st day of 15 June, 2017. 16 17 18 19 My commission expires: August 31, 2020 20 21 22 23 24 25